

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter "AGREEMENT") is made by and between Plaintiff CECILIA TIRADO (hereinafter "PLAINTIFF") and in favor of Defendants, COUNTY OF LOS ANGELES and GABRIEL GONZALEZ (hereinafter collectively "DEFENDANTS"), in connection with United States District Court Central District of California case number CV 03-4705 GW (AJWx).

RECITALS

a. This action arises out of incidents which occurred in late July/ early August, 2002.

b. On or about July 1, 2003, Plaintiff CECILIA TIRADO filed a lawsuit in the United States District Court Central District of California, case number CV 03-4705 GW (AJWx) containing allegations against DEFENDANTS for civil rights violations (42 U.S.C. § 1983), assault and battery, and negligence.

c. The parties hereto have entered into a settlement of the aforementioned lawsuits as against all DEFENDANTS.

NOW, THEREFORE, in consideration of the foregoing promises set forth below, it is agreed:

1.0 PAYMENT BY COUNTY:

After execution of this AGREEMENT, and the receipt of an executed dismissal with prejudice as to all DEFENDANTS, the DEFENDANT, County of Los Angeles shall tender a check and/or draft in the amount of Three Million Dollars and No/100 (\$3,000,000.00) payable to CECILIA TIRADO and the law firm of MORENO, BECERRA & CASILLAS. Said payment shall constitute full and final settlement of all pending matters pertaining to the incident and claims asserted by PLAINTIFF in the action as against the COUNTY OF LOS ANGELES and all DEFENDANTS.

2.0 DISMISSAL OF LAWSUITS:

Concurrently upon execution of this AGREEMENT by PLAINTIFF, through her counsel, shall provide the attorneys of record for DEFENDANTS with an executed Dismissal with prejudice as to the entire ACTION as against the COUNTY OF LOS ANGELES and all DEFENDANTS. Conformed copies of

said Dismissal shall be forwarded to all counsel in the ACTION after filing with the Court.

3.0 RELEASE FROM ALL CLAIMS AND LIABILITIES:

Except for the liabilities and obligations arising out of this AGREEMENT, PLAINTIFF hereby waives, releases, acquits and discharges from the beginning of time, and in and for the future, COUNTY OF LOS ANGELES, and its respective agents, employees, attorneys, representatives, successors, assigns, and in particular, GABRIEL GONZALEZ, of and from any and all sums of money, accounts, claims, demands, contracts, actions, liabilities, debts, controversies, agreements, damages, and causes of action whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, including wrongful death, which PLAINTIFF now owns, holds, has or claims to have against any or all DEFENDANTS, specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, damages, demands and causes of action, known or unknown, contingent or liquidated, suspected or unsuspected, by reason of any matter or thing alleged or referred to, directly or indirectly, or in any way connected with or arising out of all or any of the matters, facts, events, occurrence, alleged or referred to in the litigation to which this AGREEMENT relates or in any of the recitals set forth in this AGREEMENT. It is the specific and express intention that this AGREEMENT dispose of all of PLAINTIFF's claims against DEFENDANTS from the beginning of time to the future, and that the waivers and releases provided in this paragraph and set forth in paragraph 4.0 herein below shall constitute, be deemed, understood, and act as a full release of all past, present, and future claims that may arise from the hereinmentioned matters and issues as set forth in the recitals hereinabove or alleged or referred to in this litigation.

4.0 WAIVER OF CIVIL CODE § 1542:

With respect to the specific subject matter of the Release Agreement set forth in paragraph 3.0 above, PLAINTIFF and DEFENDANTS hereby waive against each other all rights under California Civil Code § 1542 which states in pertinent part as follows:

"A general release does not extent to claims which the creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties understand and acknowledge the significance and consequence of the specific waiver of California Civil Code § 1542, along with the benefit and effect of California Civil Code § 1542, and hereby assume full responsibility for any and all injuries, damages, losses, expenses, and claims before and hereinafter incurred in relation to the aforementioned disputes and/or claims.

5.0 LIENS AND INDEMNIFICATION:

PLAINTIFF and her attorneys warrant and represent that they will be responsible for paying any outstanding liens or claims for reimbursement or subrogation for medical expenses, wage loss and/or disability benefits, or any other claims or liens, from the settlement proceeds provided by COUNTY to PLAINTIFF or by any other sources to satisfy such liens and claims.

In the event that any action is brought with regard to PLAINTIFF or in connection with any outstanding liens against DEFENDANTS in connection with the matters referred to in this settlement and/or PLAINTIFFS' claims in the ACTION, PLAINTIFF and her attorneys warrant that they will indemnify, defend, and hold harmless DEFENDANTS and each of its respective agents, employees, predecessors, successors, attorneys, or assignees, from any and all claims, damages, liabilities, obligations, costs, expenses, liens, suits, actions, or causes of action.

6.0 ADVICE OF COUNSEL:

Each party warrants and represents that she/he/it has obtained the independent advice of legal counsel, prior to signing this AGREEMENT. Each party executes this AGREEMENT voluntarily with full knowledge of its significance, and with the express intention of extinguishing all obligations, except as may otherwise be set forth herein.

7.0 SUCCESSORS AND ASSIGNS:

Each party understands and agrees that the agreements, undertaking, acts and other things done or to be done by either party in relation to this AGREEMENT shall run to and be binding upon each party's heirs, successors, executors, administrators, and assigns.

8.0 COMPROMISE OF DISPUTED CLAIMS:

Each party understands and agrees that by the execution of this AGREEMENT neither party admits any liability on its or his part but instead

agree that said settlement is the compromise of disputed claims and is made solely to avoid the cost and risk of continued litigation.

9.0 ENTIRE AGREEMENT:

This document contains the entire AGREEMENT and understanding of the parties concerning the subject matter of this AGREEMENT, and supercedes and replaces all prior negotiations and agreements, written or oral. This is an integrated AGREEMENT.

10.0 WARRANTY OF NO TRANSFER:

Each party hereby represents and warrants that he/it has not heretofore or otherwise assigned and transferred, or purported to assign or transfer to any person, firm or corporation whatsoever any of the claims released under this AGREEMENT.

11.0 COSTS AND FEES:

Each party shall bear her/its/his own costs and attorneys' fees incurred in this lawsuit.

12.0 ENFORCEMENT AND CONSTRUCTION:

This AGREEMENT shall be enforced and construed pursuant to the laws of the State of California.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT AND FULLY UNDERSTAND IT.

Dated: 10/31/08

By: 

CECILIA TIRADO

APPROVED AS TO FORM:

Dated: 10/31/08

MORENO, BECERRA & CASILLAS

By: 

Gregory Moreno, ESQ. ARNOLDO CASILLAS, ESQ.
Attorneys for Plaintiff CECILIA TIRADO

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter "AGREEMENT") is made by and between Plaintiff HENRY KANEKO (hereinafter "PLAINTIFF") and in favor of Defendants, COUNTY OF LOS ANGELES and GABRIEL GONZALEZ (hereinafter collectively "DEFENDANTS"), in connection with his claims arising out of the same incidents involved in *Cecilia Tirado v. County of Los Angeles*, United States District Court Central District of California case number CV 03-4705 GW (AJWx).

RECITALS

- a. This action arises out of incidents which occurred in late July/ early August, 2002.
- b. On or about July 1, 2003, CECILIA TIRADO filed a lawsuit in the United States District Court Central District of California, case number CV 03-4705 GW (AJWx) containing allegations against DEFENDANTS for civil rights violations (42 U.S.C. § 1983), assault and battery, and negligence.
- c. HENRY KANEKO has made known his intent to file a separate lawsuit with allegations arising out of the same incidents alleged by CECILIA TIRADO in her lawsuit.
- d. The parties hereto have entered into a settlement of the aforementioned lawsuits as against all DEFENDANTS.

NOW, THEREFORE, in consideration of the foregoing promises set forth below, it is agreed:

1.0 PAYMENT BY COUNTY:

After execution of this AGREEMENT, Defendant County of Los Angeles shall tender a check and/or draft in the amount of One Hundred Thousand Dollars and No/100 (\$100,000) payable to HENRY KANEKO and the law firm of MORENO, BECERRA & CASILLAS. Said payment shall constitute full and final settlement of all pending matters pertaining to the incident and claims asserted by PLAINTIFF as against the COUNTY OF LOS ANGELES and all DEFENDANTS.

2.0 RELEASE FROM ALL CLAIMS AND LIABILITIES:

Except for the liabilities and obligations arising out of this AGREEMENT, PLAINTIFF hereby waives, releases, acquits and discharges from the beginning of time, and in and for the future, COUNTY OF LOS ANGELES, and its respective agents, employees, attorneys, representatives, successors, assigns, and in particular, GABRIEL GONZALEZ, of and from any and all sums of money, accounts, claims, demands, contracts, actions, liabilities, debts, controversies, agreements, damages, and causes of action whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, including wrongful death, which PLAINTIFF now owns, holds, has or claims to have against any or all DEFENDANTS, specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, damages, demands and causes of action, known or unknown, contingent or liquidated, suspected or unsuspected, by reason of any matter or thing alleged or referred to, directly or indirectly, or in any way connected with or arising out of all or any of the matters, facts, events, occurrence, alleged or referred to in the litigation to which this AGREEMENT relates or in any of the recitals set forth in this AGREEMENT. It is the specific and express intention that this AGREEMENT dispose of all of PLAINTIFF's claims against DEFENDANTS from the beginning of time to the future, and that the waivers and releases provided in this paragraph and set forth in paragraph 3.0 herein below shall constitute, be deemed, understood, and act as a full release of all past, present, and future claims that may arise from the hereinmentioned matters and issues as set forth in the recitals hereinabove or alleged or referred to in this litigation.

3.0 WAIVER OF CIVIL CODE § 1542:

With respect to the specific subject matter of the Release Agreement set forth in paragraph 2.0 above, PLAINTIFF and DEFENDANTS hereby waive against each other all rights under California Civil Code § 1542 which states in pertinent part as follows:

"A general release does not extent to claims which the creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties understand and acknowledge the significance and consequence of the specific waiver of California Civil Code § 1542, along with the benefit and effect of California Civil Code § 1542, and hereby assume full responsibility for

any and all injuries, damages, losses, expenses, and claims before and hereinafter incurred in relation to the aforementioned disputes and/or claims.

4.0 LIENS AND INDEMNIFICATION:

PLAINTIFF and his attorneys warrant and represent that they will be responsible for paying any outstanding liens or claims for reimbursement or subrogation for medical expenses, wage loss and/or disability benefits, or any other claims or liens, from the settlement proceeds provided by COUNTY to PLAINTIFF or by any other sources to satisfy such liens and claims.

In the event that any action is brought with regard to PLAINTIFF or in connection with any outstanding liens against DEFENDANTS in connection with the matters referred to in this settlement and/or PLAINTIFF's claims, PLAINTIFF and their attorneys warrant that they will indemnify, defend, and hold harmless DEFENDANTS and each of its respective agents, employees, predecessors, successors, attorneys, or assignees, from any and all claims, damages, liabilities, obligations, costs, expenses, liens, suits, actions, or causes of action.

5.0 ADVICE OF COUNSEL:

Each party warrants and represents that she/he/it has obtained the independent advice of legal counsel, prior to signing this AGREEMENT. Each party executes this AGREEMENT voluntarily with full knowledge of its significance, and with the express intention of extinguishing all obligations, except as may otherwise be set forth herein.

6.0 SUCCESSORS AND ASSIGNS:

Each party understands and agrees that the agreements, undertaking, acts and other things done or to be done by either party in relation to this AGREEMENT shall run to and be binding upon each party's heirs, successors, executors, administrators, and assigns.

7.0 COMPROMISE OF DISPUTED CLAIMS:

Each party understands and agrees that by the execution of this AGREEMENT neither party admits any liability on its or his part but instead agree that said settlement is the compromise of disputed claims and is made solely to avoid the cost and risk of continued litigation.

8.0 ENTIRE AGREEMENT:

This document contains the entire AGREEMENT and understanding of the parties concerning the subject matter of this AGREEMENT, and supercedes and replaces all prior negotiations and agreements, written or oral. This is an integrated AGREEMENT.

9.0 WARRANTY OF NO TRANSFER:

Each party hereby represents and warrants that he/it has not heretofore or otherwise assigned and transferred, or purported to assign or transfer to any person, firm or corporation whatsoever any of the claims released under this AGREEMENT.

10.0 COSTS AND FEES:

Each party shall bear her/its/his own costs and attorneys' fees incurred in this lawsuit.

11.0. ENFORCEMENT AND CONSTRUCTION:

This AGREEMENT shall be enforced and construed pursuant to the laws of the State of California.

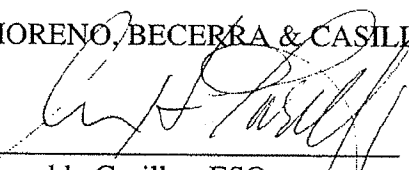
THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT AND FULLY UNDERSTAND IT.

Dated: 12/4/08

By: 
HENRY KANEKO

APPROVED AS TO FORM:

Dated : 12-4-08

MORENO, BECERRA & CASILLAS
By: 
Arnoldo Casillas, ESQ.
Attorneys for Plaintiff HENRY KANEKO

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter "AGREEMENT") is made by and between Plaintiff CHARLIE KANEKO, by and through his Guardian ad Litem CECILIA TIRADO (hereinafter "PLAINTIFF") and in favor of Defendants, COUNTY OF LOS ANGELES and GABRIEL GONZALEZ (hereinafter collectively "DEFENDANTS"), in connection with his claims arising out of the same incidents involved in *Cecilia Tirado v. County of Los Angeles*, United States District Court Central District of California case number CV 03-4705 GW (AJWx).

RECITALS

- a. This action arises out of incidents which occurred in late July/ early August, 2002.
- b. On or about July 1, 2003, CECILIA TIRADO filed a lawsuit in the United States District Court Central District of California, case number CV 03-4705 GW (AJWx) containing allegations against DEFENDANTS for civil rights violations (42 U.S.C. § 1983), physical injury and physical sickness, assault and battery, and negligence.
- c. CHARLIE KANEKO has made known his intent to file a separate lawsuit with allegations arising out of the same incidents alleged by CECILIA TIRADO in her lawsuit.
- d. The parties hereto have entered into a settlement of the aforementioned lawsuits as against all DEFENDANTS.

NOW, THEREFORE, in consideration of the foregoing promises set forth below, it is agreed:

1.0 PAYMENT BY COUNTY:

The Parties have entered into a settlement for a total of One Hundred Thousand Dollars and No/100 (\$100,000). After execution of this AGREEMENT and the Court's granting of the Minor's Petition to Compromise, Defendant COUNTY OF LOS ANGELES shall tender a check and/or draft in the amount of Seventy Five Thousand Dollars and No/100 (\$75,000) made payable to METLIFE TOWER RESOURCES GROUP, INC. to fund the structured settlement for the benefit of CHARLIE KANEKO, a minor as set forth in the attached Exhibit "A". Additionally, Defendant COUNTY OF LOS ANGELES shall tender a check and/or draft in the amount of Twenty Five Thousand Dollars and No/100 (\$25,000) payable to the law firm of MORENO, BECERRA & CASILLAS. Said payments shall constitute full and final settlement of all pending matters pertaining to the incident

and claims asserted by PLAINTIFF as against the COUNTY OF LOS ANGELES and all DEFENDANTS.

2.0 RELEASE FROM ALL CLAIMS AND LIABILITIES:

Except for the liabilities and obligations arising out of this AGREEMENT, PLAINTIFF hereby waives, releases, acquits and discharges from the beginning of time, and in and for the future, COUNTY OF LOS ANGELES, and its respective agents, employees, attorneys, representatives, successors, assigns, and in particular, GABRIEL GONZALEZ, of and from any and all sums of money, accounts, claims, demands, contracts, actions, liabilities, debts, controversies, agreements, damages, and causes of action whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, including wrongful death, which PLAINTIFF now owns, holds, has or claims to have against any or all DEFENDANTS, specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, damages, demands and causes of action, known or unknown, contingent or liquidated, suspected or unsuspected, by reason of any matter or thing alleged or referred to, directly or indirectly, or in any way connected with or arising out of all or any of the matters, facts, events, occurrence, alleged or referred to in the litigation to which this AGREEMENT relates or in any of the recitals set forth in this AGREEMENT. It is the specific and express intention that this AGREEMENT dispose of all of PLAINTIFF's claims against DEFENDANTS from the beginning of time to the future, and that the waivers and releases provided in this paragraph and set forth in paragraph 3.0 herein below shall constitute, be deemed, understood, and act as a full release of all past, present, and future claims that may arise from the hereinmentioned matters and issues as set forth in the recitals hereinabove or alleged or referred to in this litigation.

3.0 WAIVER OF CIVIL CODE § 1542:

With respect to the specific subject matter of the Release Agreement set forth in paragraph 2.0 above, PLAINTIFF and DEFENDANTS hereby waive against each other all rights under California Civil Code § 1542 which states in pertinent part as follows:

"A general release does not extent to claims which the creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties understand and acknowledge the significance and consequence of the specific waiver of California Civil Code § 1542, along with the benefit and effect of California Civil Code § 1542, and hereby assume full responsibility for any and all

injuries, damages, losses, expenses, and claims before and hereinafter incurred in relation to the aforementioned disputes and/or claims.

4.0 LIENS AND INDEMNIFICATION:

PLAINTIFF and his attorneys warrant and represent that they will be responsible for paying any outstanding liens or claims for reimbursement or subrogation for medical expenses, wage loss and/or disability benefits, or any other claims or liens, from the settlement proceeds provided by COUNTY to PLAINTIFF or by any other sources to satisfy such liens and claims.

In the event that any action is brought with regard to PLAINTIFF or in connection with any outstanding liens against DEFENDANTS in connection with the matters referred to in this settlement and/or PLAINTIFF's claims, PLAINTIFF and their attorneys warrant that they will indemnify, defend, and hold harmless DEFENDANTS and each of its respective agents, employees, predecessors, successors, attorneys, or assignees, from any and all claims, damages, liabilities, obligations, costs, expenses, liens, suits, actions, or causes of action.

5.0 ADVICE OF COUNSEL:

Each party warrants and represents that she/he/it has obtained the independent advice of legal counsel, prior to signing this AGREEMENT. Each party executes this AGREEMENT voluntarily with full knowledge of its significance, and with the express intention of extinguishing all obligations, except as may otherwise be set forth herein.

6.0 SUCCESSORS AND ASSIGNS:

Each party understands and agrees that the agreements, undertaking, acts and other things done or to be done by either party in relation to this AGREEMENT shall run to and be binding upon each party's heirs, successors, executors, administrators, and assigns.

7.0 COMPROMISE OF DISPUTED CLAIMS:

Each party understands and agrees that by the execution of this AGREEMENT neither party admits any liability on its or his part but instead agree that said settlement is the compromise of disputed claims and is made solely to avoid the cost and risk of continued litigation.

8.0 ENTIRE AGREEMENT:

This document contains the entire AGREEMENT and understanding of the parties concerning the subject matter of this AGREEMENT, and supercedes and

replaces all prior negotiations and agreements, written or oral. This is an integrated AGREEMENT.

9.0 WARRANTY OF NO TRANSFER:

Each party hereby represents and warrants that he/it has not heretofore or otherwise assigned and transferred, or purported to assign or transfer to any person, firm or corporation whatsoever any of the claims released under this AGREEMENT.

10.0 COSTS AND FEES:

Each party shall bear her/its/his own costs and attorneys' fees incurred in this lawsuit.

11.0 ENFORCEMENT AND CONSTRUCTION:

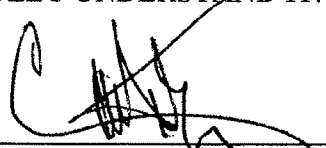
This AGREEMENT shall be enforced and construed pursuant to the laws of the State of California.

12.0 STRUCTURED SETTLEMENT

PLAINTIFF has decided to exercise the option to fund a structured settlement using Atlas Settlement Group, Inc. Attached hereto as Exhibit "A" are the Annuity Terms.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT AND FULLY UNDERSTAND IT.

Dated: 1-26-09

By: 
CECILIA TIRADO as Guardian ad Litem for
CHARLIE KANEKO

APPROVED AS TO FORM:

Dated : 1-26-09

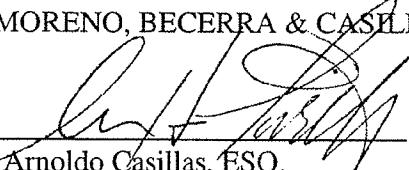
MORENO, BECERRA & CASILLAS
By: 
Arnoldo Casillas, ESQ.
Attorneys for Plaintiff CHARLIE KANEKO

EXHIBIT "A"

A. Payments

The County of Los Angeles, referred to as "the Defendant" in this document entitled Exhibit "A", has agreed to provide Charlie Kaneko, a minor, by and through his Guardian ad Litem, Cecilia Tirado, hereafter referred to as "the Plaintiff" in Exhibit "A", with the periodic payments as outlined below. The Defendant may elect to purchase a structured settlement annuity from Metropolitan Life Insurance Company rated A+ Class 15, as determined by A.M. Best Company.

- (1) Periodic payments, made according to the following schedule:

Periodic payments payable to
Charlie Kaneko

Education Fund:

Commencing at age 19 (3/17/2010)
\$20,025.00 payable every year for 4 years

All sums and periodic payments set forth in the section entitled Payments constitute damages on account of personal injuries or sickness, arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

The Plaintiff agrees, however, that he has not received or relied upon any advice or representation as to the tax effect of this Agreement. In accordance therewith, the plaintiff agrees to hold harmless the Defendant from any losses to Plaintiff incurred, including any loss by reason of a determination by the Internal Revenue Service or other tax authority that said settlement monies do not constitute, in whole or part, damages on account of personal injury or sickness.

B. Qualified Assignment

The Parties hereto acknowledge and agree that the Defendant may make a "qualified assignment" within the meaning of Section 130(c), of the Internal Revenue code of 1986, as amended, to MetLife Tower Resources Group, Inc., (hereinafter referred to as "Assignee(s)") of the Defendant's liability to make the periodic payments described in paragraph A(1) herein.

Such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendant from such obligations hereunder as are assigned to Assignee(s).

The obligation assumed by Assignee(s) with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check, in the amount specified to the address of record.

The Plaintiff hereto expressly understands and agrees that upon the qualified assignment being made by the Defendant to Assignee(s) as authorized by this agreement, all of the duties and responsibilities to make the periodic payments otherwise imposed upon the Defendant by this agreement shall instead be binding upon Assignee(s), and the Defendant shall be released from all obligations to make said periodic payments, and Assignee(s) shall at all times remain directly and solely responsible for and shall receive credit for all such payments made to Plaintiff. It is further understood and agreed that, upon such a qualified assignment, Assignee(s) assume all of the duties and responsibilities of the Defendant to make the periodic payments.

The Plaintiff agrees that:

(1) Periodic payments under this Settlement Agreement from Assignee(s) cannot be accelerated, deferred, increased or decreased by the Plaintiff.

(2) The Assignee's obligation for payment of the periodic payments shall be no greater than the obligation of the person or entity originally liable (whether by suit or agreement) for payment and from whom the obligation is assigned.

C. Plaintiff's Right to Payments

The Defendant and/or Assignee(s) shall not segregate or set aside any of its assets to fund the payments to Plaintiff required herein. Payments hereunder cannot be accelerated, deferred, increased or decreased by the Plaintiff and/or Assignee(s) and no part of the payment(s) called for herein or any assets of the Defendant and/or Assignee(s) is to be subject to execution of any legal process for any obligation in any manner. Furthermore, the Plaintiff shall not have the power to sell or mortgage or encumber the same, or any part thereof, anticipate the same, or any part thereof, by assignment or otherwise.

D. Right to Purchase an Annuity

Plaintiff agrees that the Defendant and/or Assignee(s) shall have the right to fund its liability to make periodic payments by purchasing a "qualified funding asset", within the meaning of Section 130(d) of the Code, in the form of an annuity policy from Metropolitan Life Insurance Company, (hereinafter referred to as "Annuity Carrier(s)").

The Defendant and/or its Assignee(s) shall be the owner of the annuity policy or policies, and shall have all rights of ownership.

The Defendant and/or its Assignee(s) may have Annuity carrier(s) mail payments directly to the Plaintiff. The Plaintiff shall be responsible for maintaining the currency of the proper mailing address and mortality information to Assignee(s).

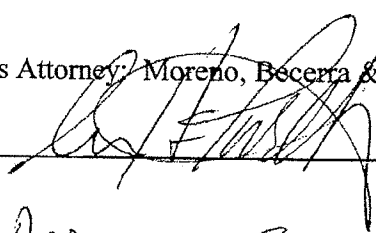
E. Plaintiff's Beneficiary

Any payments to be made after the death of the Plaintiff pursuant to the terms of this Settlement Agreement and Release shall be made to such person or entity as shall be designated in writing by said Plaintiff to the Defendant or the Defendant's Assignee(s). If no person or said entity is so designated by the Plaintiff, or if the person designated is not living at the time of the Plaintiff's death, such payment shall be made to the Estate of the Plaintiff.

Plaintiff: Charlie Kaneko, a minor, by and through
his Guardian ad Litem, Cecilia Tirado

By: 
Cecilia Tirado

Plaintiff's Attorney: Moreno, Becerra & Casillas

By: 

Name: ARNOLDO CASILLAS
(Please Print)